

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
WOLLMUTH MAHER & DEUTSCH LLP Paul R. DeFilippo, Esq. 500 Fifth Avenue New York, New York 10110 Telephone: (212) 382-3300 Facsimile: (212) 382-0050 pdefilippo@wmd-law.com JONES DAY Gregory M. Gordon, Esq. Brad B. Erens, Esq. Dan B. Prieto, Esq. Amanda Rush, Esq. 2727 N. Harwood Street Dallas, Texas 75201 Telephone: (214) 220-3939 Facsimile: (214) 969-5100 gmgordon@jonesday.com bberens@jonesday.com dbprieto@jonesday.com asrush@jonesday.com (Admitted <i>pro hac vice</i>) <i>PROPOSED ATTORNEYS FOR DEBTOR</i>	KING & SPALDING LLP Kristen R. Fournier 1185 Avenue of the Americas 34th Floor New York, New York 10036-2601 Email: kfournier@kslaw.com (Admission <i>pro hac vice</i> pending) <i>PROPOSED SPECIAL COUNSEL FOR DEBTOR</i>
In re LTL MANAGEMENT LLC, ¹ Debtor.	Chapter 11 Case No.: 23-12825 (MBK) Judge: Michael B. Kaplan

**SUPPLEMENTAL DECLARATION OF KRISTEN RENEE FOURNIER IN SUPPORT
OF APPLICATION FOR RETENTION OF KING & SPALDING LLP**

I, Kristen Renee Fournier, declare as follows:

1. I am a partner with the law firm of King & Spalding LLP, 1185 Avenue of the Americas, 34th Floor, New York, New York 10036-2601 (“K&S” or the “Firm”). K&S is representing LTL Management LLC (the “Debtor”), the debtor in the above-referenced matter,

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

with respect to certain matters described in the Application (as defined below). Unless otherwise noted, I have personal knowledge of the facts set forth herein.

2. I make this declaration in support of the *Application for Retention of King & Spalding LLP, Effective as of April 4, 2023* (ECF No. 420) (the “Application”).²

3. None of the individuals or entities identified on Schedule 2 of the *Certification of Kristen Renee Fournier in Support of Application for Retention of King & Spalding LLP, Effective as of April 4, 2023*, which is attached as Exhibit B to the Application (ECF No. 420), has accounted for more than 3 percent of K&S’s total revenue in either of the last two years.

4. In the one-year period preceding the Petition Date, K&S received payments from Johnson & Johnson (“J&J”) in the amount of \$15,853,767 for all legal services rendered to J&J for the period. The foregoing amount represents K&S’s remuneration for all work the firm had completed for J&J during the period, and includes significant time unrelated to K&S’s talc-related work for J&J. As of April 4, 2023, K&S was owed \$679,490 by J&J on account of work done in the year preceding the Petition Date, which work was unrelated to the Debtor and its prior bankruptcy case.

5. The names, positions, and current hourly rates of those K&S professionals expected to work for the Debtor during the pendency of the Chapter 11 Case are set forth in Schedule 1 attached hereto.

6. The following is provided in response to the request for additional information set forth in ¶ D.1 of the Fee Guidelines.

Question: Did K&S agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement?

² Capitalized terms used herein but not defined have the meanings given to them in the Application.

Answer: Yes. The billing rates K&S will charge to the Debtor during the Chapter 11 Case are the same as the billing rates charged to J&J more generally, which are significantly discounted from K&S's standard, market rates. As a result, the Debtor will receive a significant discount benefit as a result of the Firm's specific billing arrangement with J&J.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If K&S represented the Debtor in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference?

Answer: K&S previously worked for the Debtor during its prior bankruptcy. The billing rates for the K&S professionals that worked for the Debtor during the 12 months prepetition ranged from \$735 to \$1035 for partners, \$595 to \$831 for counsel, \$500 to \$888 for associates, and \$333 to \$355 for paraprofessionals.

Question: Has the Debtor approved your prospective budget and staffing plan, and, if so, for what budget period?

Answer: The Debtor has not requested that K&S provide a prospective budget and staffing plan. K&S understands that the Debtor does have a budgeting process for matters in the ordinary course, including this Chapter 11 Case. K&S understands that it is Jones Day who submits a budget for the Chapter 11 Case to the Debtor, and such budget would include all the professionals involved in this Chapter 11 Case. Jones Day is further required to monitor all costs and update the budget on a quarterly basis. However, per the U.S. Trustee's request, K&S will prepare and submit a separate prospective budget and staffing plan to the Debtor in connection with filing K&S's first interim fee application.

7. A revised proposed order reflecting comments received from the U.S. Trustee will be contemporaneously submitted to the Court.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: June 6, 2023

/s/ Kristen R. Fournier
Kristen R. Fournier

SCHEDULE 1

Schedule of K&S Professionals

NAME	POSITION	RATE
Matthew Bush	Partner	\$890.00
Morton Dubin	Partner	\$1,185.00
Kristen Fournier	Partner	\$1,060.00
Kevin Hynes	Partner	\$890.00
Paul Johnson	Partner	\$1,120.00
Julia Romano	Partner	\$1,000.00
Thaddeus Wilson	Partner	\$1,000.00
Matt Ashby	Counsel	\$865.00
Scott Davidson	Counsel	\$865.00
Britney Baker	Associate	\$959.00
Evan Gascoine	Associate	\$740.00
Michael Vives	Associate	\$740.00
Luis Fermin	Paralegal	\$385.00